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NOMBRE D'EMPLOYÉS	82		

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COLLECTIVE AGREEMENT

Between

**LEISURE WORLD NURSING HOMES LIMITED CITY OF TORONTO
(hereinafter referred to as the "Home")**

and

**ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as the "Association")**

Expiry: December 31, 1993

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to establish by mutual agreement an orderly collective bargaining relationship between the Home and the nurses concerned, and to provide for the prompt disposition of grievances, to establish and maintain satisfactory working conditions, hours of work, and wages for all nurses within the bargaining unit.
- 1.02 It is recognized that nurses wish to work together with the Home to secure the best possible nursing care and health protection for patients.

ARTICLE 2 - RECOGNITION

- 2.01 (a) The Home recognizes the Association as the sole bargaining agent for all Registered and Graduate Nurses employed by Leisure World Nursing Homes Limited in a nursing capacity, in its Leisure World Nursing Home in the City of Toronto, save and except the Director of Resident Care, the Assistant Director of Resident Care, persons above the rank of Assistant Director of Resident Care, the Evening Supervisor, the Night Supervisor, and persons regularly employed for no more than twenty-four (24) hours per week.
- (b) The Home recognizes the Association as the sole bargaining agent for all Registered and Graduate Nurses regularly employed for not more than twenty-four (24) hours per week in a nursing capacity by Leisure World Nursing Homes Limited, in the City of Toronto, save and except the Director of Resident Care, the Assistant Director of Resident Care, the Evening Supervisor, the Night Supervisor, the Relief Supervisor and the Weekend Supervisor.
- 2.02 All references to officers, representatives and Committee members in this Agreement shall be deemed to mean officers, representatives and Committee members of the duly chartered local.
- 2.03 For the purpose of interpretation, wherever herein, the feminine gender shall mean and include the masculine and vice versa, and similarly the singular shall include the plural and vice versa, as applicable.
- 2.04 Work of the Bargaining Unit
- A) In order to protect the standard of nursing care, the Employer shall not contract out the work normally performed by members of this bargaining unit except:

- (a) for purposes of instruction,
 - (b) in the event of an emergency situation,
 - (c) when performing developmental or experimental work, or,
 - (d) when nurses are not available due to a nurse not reporting for work as scheduled or not being available for work.
- B) Reassignment to other employees of work normally performed by members of the bargaining unit shall not result in the termination, layoff or reduction in hours of any member of the bargaining unit.
- c) When it is decided to not fill a position following a nurse's resignation, the Home will provide the rationale in writing for this decision to the Union. The Union may request a meeting to make representation on this matter.

2.06

A Graduate Nurse is defined as a nurse who is a graduate of a program acceptable to the College of Nurses of Ontario and is in the process of being certified by the College of Nurses of Ontario or is completing certification requirements. This certification shall be completed within twenty-four (24) months following date of hire.

The continued employment of a graduate nurse shall be in compliance with the Nursing Home Act.

A graduate nurse shall notify the Employer of the results of the College of Nurses exam(s) she writes.

A graduate nurse in the employ of the Employer upon presenting proof of current certificate of Competence by the College of Nurses of Ontario shall be given the salary of the registered staff nurse as provided in this Article retroactive to the date of sitting the certification examination or the date of last hire, whichever is later.

ARTICLE 3 - NO DISCRIMINATION

3.01

The Home and the Association agree that there will be no discrimination, intimidation, interference, restriction or coercion exercised or practised by any of its representatives with respect to any nurse because of her membership, activities or lack of activities on behalf of the Association, or non-membership in the Association, and that there will be no Association activities, solicitation from membership or collection of dues on the Home's premises, except with the written permission of

the Home or as specifically provided for in this Agreement.

- 3.02 The Home will continue its policy of no discrimination, interference, restriction or coercion being exercised or practised with respect to any employee by reason of age, sex, sexual orientation, marital status, race, colour, political or religious affiliation or other factors not pertinent with respect to employment.

ARTICLE 4 - NO STRIKES & LOCKOUTS

- 4.01 The Association agrees there will be no strikes and the Home agrees there will be no lockouts during the term of this Agreement. The term "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE 5 MANAGEMENT FUNCTIONS

- 5.01 The Management of the Home's operation and the selection and direction of all nurses shall continue to be exclusively vested with the Home, except where specifically abridged by the terms of this Agreement.
- 5.02 The Home may make and enforce reasonable rules and regulations which where applicable shall not be inconsistent with the terms of this Agreement.

6 - ASSOCIATION REPRESENTATION

- 6.01 The Home will recognize the following representation, upon being duly advised by the Association of the names of the representatives and of alternates:
- (a) up to four (4) Nurse Representatives. Upon mutual agreement of the parties, the foregoing jurisdiction and numbers may be altered from time to time.
 - (b) A Grievance Committee of up to two (2) nurses plus the grievor if requested by either party.
 - (c) A Negotiating Committee of up to three (3) nurses.
 - (d) A Nurse Management Committee composed of up to three (3) representatives from each of the parties. The duties and functions of the Nurse Management Committee shall be to discuss matters of mutual interest pertaining to nursing care. Meetings of the Committee shall be as required, but not more often than every two (2) months. An agenda shall be submitted by the party requesting the meeting.

- (e) i) The Home and the Association agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent accidents, injury and illness;
- ii) At least one representative on the Health and Safety Committee will be a nurse from amongst the bargaining unit employees, selected or appointed by the Association;
- iii) Such Committee shall identify potential dangers and hazards and recommend means of improving the health and safety programmes and obtain information from the Employer or other persons respecting the identification of hazards and standards elsewhere;
- iv) Meetings shall be held at least every second (2nd) month or more frequently, if required.
- v) Time off for such representatives to attend meetings of the Health and Safety Committee shall be granted, and any representative attending such meetings during their regularly scheduled hours of work, shall not lose regular earnings as a result of such attendance.
- vi) The Association agrees to endeavour to obtain the full co-operation of its membership in observation of all safety rules and practices.
- vii) All time spent by a member of the Health and Safety Committee attending meetings of the Committee and carrying out her duties, shall be deemed to be work time for which she shall be paid by the Home at her regular rate, and she shall be entitled to such time from work as is necessary, to attend scheduled meetings.

6.02 Representatives of the Association have their regular work to perform on behalf of the Home. If it is necessary for a representative of the Association to attend Association business during her working hours, she shall not leave her work without first obtaining the permission of her Immediate Supervisor. When resuming her regular work, she shall again report to her Supervisor. (Such permission will not be unreasonably withheld.) In return for this, the Home agrees to compensate representatives of the Association for wages lost through loss of regular hours of work when meeting with the Home. No compensation will be made for any arbitration proceedings.

6.03 The Home agrees to provide an officer of the Association or Nurse Representative with a fifteen (15) minute period within the Home's orientation program in order to meet

with newly hired nurses to discuss Association business. Such meeting to be arranged by the Home.

- 6.04 It is agreed that a representative of the Ontario Nurses' Association shall, after making suitable arrangements with the Home, have access to the premises of the Home.

ARTICLE 7 - ASSOCIATION DUES

- 7.01 The Home shall deduct from the first payroll of each month, from the pay due to each nurse who is covered by this Agreement, a sum equal to the monthly Association dues of each nurse. The Association shall notify the Home, in writing, of the amount of such dues from time to time. The Home will send to the Ontario Nurses' Association monthly, by the 15th of the following month, its cheque for the dues so deducted, along with a list of the names and social insurance numbers of the nurses and the amount of such deduction for each nurse.
- 7.02 The Association shall save the Home harmless with respect to any liability which the Home might incur as a result of such deduction and remittance.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Complaint

Any nurse may present a complaint at any time without recourse to the formal written procedure. An earnest effort will be made on the part of both parties to settle the dispute promptly.

A nurse may present a complaint to her **Director** of Nursing or **designate**, Such complaint must be presented within ten (10) days of the date of its occurrence. The **Director** of Nursing or her designate shall render her decision within five (5) days following the date on which the complaint was submitted, If this decision is unsatisfactory to the nurse Step No, 1 may be followed within five (5) days.

8.02 Step No. 1:

Within five (5) days following the decision of the **Director** of Nursing or her designate, the nurse may submit the written grievance to her Director of Nursing or her delegate, who will deliver her decision, in writing, within five (5) days from the date on which the written grievance was presented to her. Failing settlement, then:

Step No. 2:

Within seven (7) days following the decision under Step No. 1, the nurse may submit a written grievance to the Administrator or her designate. The parties, including the Association Grievance Committee, will, if either party so requests, meet to discuss the grievance at a time and place suitable to them both. A representative of the Ontario Nurses' Association may attend if requested by the Local Association or the Home.

The Administrator or her designate shall reply to the grievance within seven (7) days following the meeting at Step No. 2 of the Grievance Procedure. If such reply is not satisfactory to the grievor, the grievance may be referred to Arbitration in accordance with the provisions of Article 9.

8.03 Policy Grievance

A complaint or grievance arising directly between the Home and the Association concerning the interpretation, application, administration or alleged violation of this Agreement shall originate at Step No. 2 of the Grievance Procedure within fifteen (15) days after the circumstances giving rise to the complaint have occurred. No matter may be grieved as a Policy Grievance which involves a complaint from an individual nurse.

8.04 All agreements reached under the Grievance Procedure between the representatives of the Home and the grievor or the representative of the Association will be final and binding upon the Home and the Association, and the nurses.

8.05 Where no answer is given within the time limits specified in the Grievance Procedure, the grieving party shall be entitled to submit the grievance to the next step of the Grievance Procedure.

8.06 The parties may agree to waive or extend any of the time limits established in the Grievance and Arbitration Procedure. However, no matter may proceed to arbitration which has not been properly carried through the Grievance Procedure.

8.07 (a) A Nurse Representative may assist the grievor at any stage of the Grievance Procedure if so requested.

(b) The Employer will give a nurse notice of her right of representation, if practicable, of any meeting with the Employer where a reprimand, discipline or termination (including resignation) may be discussed.

.08

Discharge and Suspension Grievances

A claim by a nurse who has completed her probationary period that she has been unjustly suspended or discharged from her employment, will be treated as a special grievance commencing at Step No. 2 of the Grievance Procedure, provided the nurse submits her written grievance dated and signed within five (5) days after the suspension or discharge occurs. Such special grievances may be settled by confirming the action of the Home or by reinstating the suspended or discharged person with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties or an Arbitration Board.

8.09

Group Grievance

Where a number of nurses have identical grievances and each nurse would be entitled to grieve separately, they may present a Group Grievance, in writing, identifying each nurse who is grieving to the Director of Nursing or his/her designate within fifteen (15) calendar days after the circumstances giving rise to the complaint have occurred. The grievance shall then be treated as being initiated at Step #2.

ARTICLE 9 - ARBITRATION

9.01

If the Home or the Association requests that a grievance be submitted to arbitration, it shall make such requests within ten (10) days, in writing, addressed to the other party to this Agreement, and at the same time shall nominate an arbitrator. Within ten (10) days thereafter, the other party shall nominate an arbitrator and notify the other party. The two arbitrators so nominated shall, within ten (10) days of the nomination of the latter of them, attempt to settle, by agreement, on a third person to be a member and Chairman of the Arbitration Board. If they are unable to agree on such a Chairman, they may then request the Labour-Management Arbitration Commission for the Province of Ontario to appoint a Chairman. In the event of default of either party in nominating its representative to the Board of Arbitration, the other party may apply to the Ministry of Labour for the Province of Ontario who shall have the power to affect such an appointment.

9.02

No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

9.03

The Arbitration Board shall not have the jurisdiction to amend or add to any of the provisions of this Agreement; nor to substitute any new provision in lieu thereof, nor

to give any decision inconsistent with the terms and provisions of this Agreement.

- 9.04 The written decision of the majority of the Board of Arbitration or, if there is no majority, the decision of the Chairperson shall be final and binding upon the Home, the Association and the nurse or nurses concerned.
- 9.05 Each of the parties will bear the expense of the arbitrator appointed by them, and each shall pay half of the remuneration and expenses of the Chairperson.
- 9.06 Upon mutual agreement of the parties, in writing, a single arbitrator may be substituted for a Board of Arbitration; in such a case, all of the other provisions of this Article shall continue to apply as with a Board of Arbitration,
- 9.07 Saturdays, Sundays and Paid Holidays shall not be counted in determining the time in which any action is to be taken or completed in any steps of the Grievance or Arbitration Procedures.

ARTICLE 10 - SENIORITY

Seniority shall continue to apply to the particular facility with no interchange between facilities.

- 10.01 The probationary period shall be sixty (60) tours worked. If retained after the probationary period, each nurse's seniority will be dated from the date of last hire.
- newly hired nurses will be considered probationary*
- ~~For nurses hired after November 26, 1991, the~~ probationary period shall be 450 hours worked for full-time nurses; 450 hours worked or six (6) calendar months, whichever occurs first, for regular part-time nurses; and 360 hours worked or eight calendar months, whichever occurs first, for casual and relief part-time nurses. If retained after the probationary period, each nurse's seniority will be dated from the date of last hire.

NOTE: **Application** of new duration to nurses hired after **November 26, 1991.**

- 10.02 Two (2) seniority lists showing the names of full-time and part-time nurses who have completed their probationary period, their length of service with the Home (for part-time nurses this shall be number of hours paid) from the most recent date of hire as a nurse, and who are covered by this Agreement, shall be posted by the Home on December 1st and June 1st of each year. A copy of the seniority lists will be filed with the Association as of those dates each year. Any errors noted in the seniority list should be noted and the employer notified

within thirty (30) days, after which the list shall be considered final.

10.03 ~~Effective November 26, 1991,~~ part-time nurses shall accumulate seniority and service on the basis of 1500 hours paid equals one year of seniority and service.

NOTE: All nurses who have accumulated seniority or service on a different basis prior to November 26, 1991, will commence accrual on the new basis, effective November 26, 1991.

10.04 Seniority previously **accumulated** will be lost whenever a nurse:

- (a) **quits;**
- (b) is justifiably discharged and such discharge is not reversed through grievance or arbitration;
- (c) fails to report for work for more than two (2) working days without **a** satisfactory explanation;
- (d) overstays a leave of absence granted by the Home without obtaining permission **from** the Administrator or her designate;
- (e) is laid **off for** a period in excess of twenty-four (24) continuous months.

10.05 A nurse who substitutes temporarily in a position outside the bargaining unit shall be covered by the Collective Agreement **for the** duration of the assignment. Bargaining unit nurses shall be given the first opportunity to fill the resulting vacancy.

A nurse who accepts a promotion with the Employer to a permanent position outside the bargaining unit and who is returned to the bargaining unit within three (3) months, shall be given credit for all seniority and **service** accrued while outside the bargaining unit plus all seniority and service accrued in the bargaining unit prior to the promotion. Should the nurse return to the bargaining unit, all other nurse(s) shall revert to their previous positions,

10.06 A, Layoff and Recall

A layoff of nurses shall be made on the basis of seniority, based on an integrated seniority list of all hours paid since date of last hire. It is understood and agreed that through the bumping procedure the first to be laid off are probationary nurses followed by those who work casual or relief shifts. No agency or new hires will be used when there is a nurse on layoff provided that the nurses

on layoff will meet the staffing requirements of the Home.

Recall to a regular part-time or full-time position shall be in reverse order of seniority. A nurse will respond to a registered notice of recall within seven calendar days of receipt of same and shall be available for work within an additional 14 days unless otherwise agreed.

The Home and Association will meet and discuss the layoffs at the earliest opportunity. This discussion will include the service which the Home will undertake after the layoff.

B. Layoff and Recall - Long Term

In the event of a pending layoff of a permanent or long-term nature, the Home will:

- i) Provide the Association with at least thirty (30) days notice, or the notice given to the most senior employee laid off, whichever is greater,
- ii) Meet with the Association to review the following:
 - (a) the reasons causing the layoff;
 - (b) the service which the Home will undertake after the layoff;
 - (a) the method of implementation, including areas of cutback and the nurses to be laid off.

It is understood that permanent or long-term nature means a layoff which will be longer than thirteen weeks.

Notice of layoff shall be in accordance with the Employment Standards Act.

Severance pay will be in accordance with the provisions of the Employment Standards Act.

10.08

In cases of promotion and transfer (other than appointments to positions outside the scope of the bargaining unit) the following factors shall be considered:

- (a) skill, ability and experience;
- (b) seniority.

Where the factors (a) are equal, seniority shall govern. Senior applicants who are unsuccessful will be given reasons for their non-acceptance.

10.09

- for full time position*
- (a) Notice of all vacancies within the scope of this Agreement shall be posted within the Home for seven (7) working days in advance of the appointment. The notice of vacancies shall include location and shift of the vacancy. When circumstances require that a vacancy be filled before the expiration of seven (7) working days, it shall be filled during that interval only on a temporary relief basis.
- (b) A list of vacancies filled in the preceding month, and the names of the successful applicants, will be posted, with a copy to the Contact Person.

10.10

In temporary vacancies due to illness, accident and leaves of absence (including parenting leave): the Home, in filling such vacancies, will give consideration to interested part-time nurses on the basis of seniority prior to employing a newly hired nurse on a temporary basis.

Where part-time nurses fill temporary full-time vacancies, such nurses shall continue to be part-time nurses and shall be paid as such. Upon completion of the temporary vacancy, the Home will return the replacing nurse to her former position.

Nurses newly hired to replace these temporary vacancies may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Home in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period. The nurse shall be credited with all tours worked towards the probationary period provided in Article 10.01.

At the time of hiring these nurses, the Home will outline to them the circumstances giving rise to the vacancy and the special conditions relating to such employment.

10.11**Transfer from FT to PT and Vice Versa**

Effective November 26, 1991, a part-time nurse whose status is altered to full-time will be given credit for seniority and service on the basis of 1500 paid hours being equivalent to one (1) year of full-time seniority and service and vice versa. In addition, a nurse whose status is so altered will be given credit for hours accumulated since date of last advancement proportionate to a full year.

ARTICLE 11 - LEAVES OF ABSENCE11.01 personal:

The Home may grant leave of absence, in writing, and without pay to any nurse for personal reasons. A nurse who has received such permission to be absent will continue to accumulate seniority during her absence up to, but not beyond forty-five (45) continuous calendar days.

11.02 Association Business:

The Home may grant leave of absence without pay or loss of seniority up to two (2) nurses at any one time to attend Association conventions or educational sessions. Such leave must be applied for at least two (2) weeks in advance, and all leaves for all nurses shall not exceed thirty-five (35) working days per year.

11.03 Association Business:

If a nurse's absence without pay from the Home exceeds forty-five (45) continuous calendar days, she will not accumulate service for purposes of vacation entitlement and sick leave benefits for the period of the absence. In addition, the nurse will become responsible for full payment of subsidized employee benefits in which she is participating for the period of the absence in excess of forty-five (45) continuous calendar days. In the case of unpaid approved absences in excess of forty-five (45) continuous calendar days, a nurse may arrange with the Home to prepay the full premium of the subsidized employee benefits for the entire period of the leave of absence to ensure coverage, for the period of the absence in excess of forty-five (45) continuous calendar days.

11.04 Jury Duty

If the nurse is required to serve as a juror in any Court of Law or required by subpoena to attend a Court of Law as a Crown witness, she shall not lose her regular pay because of such attendance, provided she:

- (a) notifies the Home immediately upon her notification that she will be required to attend Court;
- (b) presents proof of service requiring her attendance;
- (c) promptly repays the amount (other than expenses) paid to her for such service or attendance, to the Home.

- 11.05 (a) A nurse will normally come to work **during** those scheduled hours of the day shift that she is not required to attend court. In the event that a nurse

is scheduled to the afternoon shift, she shall not be required to attend at court and then report for duty the same day.

- (b) A nurse will not be required to work on the night shift prior to such duty. ~~Where~~ the nurse's presence is required in court past 1700 hours she shall not be required to attend work for her night shift commencing later that day.

11.06 Bereavement Leave:

- (a) Upon the death of a nurse's spouse, parent, child or stepchild, a nurse shall be granted leave up to a maximum of five (5) continuous calendar days, a maximum of three of which shall be without loss of pay. One of the days of leave shall include the day of the funeral or equivalent service. Additional days off with or without pay may be granted by the Home.
- (b) A nurse will be allowed up to three (3) days' leave of absence with pay in the event of the death of her ~~father, mother~~, sister, brother, spouses, within the meaning of Section 29 of the Family Law Act; ~~child, grandparent or grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law or legal guardian. Such leave will be for the purpose of making arrangements for and attending the funeral.~~ Only that portion of the three (3) days which would otherwise have been working days or paid holidays, will be paid by the Home.

Where it is necessary, because of distance, the nurse may apply for personal leave of absence in addition to the bereavement leave. Permission for such leave shall not be unreasonably withheld.

11.07 Pregnancy Leave and Parenting Leave

A. Pregnancy Leave

- (a) Pregnancy\Parenting leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) If possible, the nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The nurse shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4)

weeks in advance thereof. The nurse shall be reinstated to her former position, unless the position has been discontinued in which case she shall be given a comparable job.

- (d) Effective upon confirmation by the Unemployment Insurance Commission of the appropriateness of the Home's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on pregnancy leave as provided under this Agreement, who has completed five (5) months of continuous service and has applied for and is in receipt of Unemployment Insurance pregnancy\parental benefits pursuant to Section 18 and 20 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following receipt by the Home of the nurse's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy\parenting benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of *seventeen (17) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

In any week, the total amount of SUB payments and the weekly rate of UI benefits will not exceed seventy-five percent (75%) of the employee's normal weekly earnings.

B. PARENTAL LEAVE

- (a) A nurse who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of the child or the date the child first came into care or custody of the nurse, shall be entitled to parental leave.

- (b) Parental leave must begin within thirty-five (35) weeks of the birth of the child or within 35 weeks of the day the child first came into the custody, care and control of the parent. For nurses on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to eighteen (18) weeks in duration and shall, in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.
- (c) The nurse shall give the Employer two (2) weeks written notice of the date the leave is to begin. Parental leave ends eighteen (18) weeks after it began or on an earlier day if the nurse gives the Employer at least four (4) weeks written notice of that day.
- (d) For the purposes of parental leave, the provisions under A (a) and (c) shall also apply.

11.08 Leave of Absence for Nurses on the Board of Directors of the Ontario Nurses' Association

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association other than to the office of President, shall be granted leave of absence without pay up to a total of fifty (50) days annually. There shall be no loss of seniority or credits for the purposes of salary advancement and vacation entitlement or other purposes during such leave(s) of absence. Leave of absence for Board members of the Ontario Nurses' Association will be separate from the leave provided in 11.02 above.

11.09 Leave of Absence for the President of the Ontario Nurses' Association

A nurse who is elected to the office of President of the Ontario Nurses' Association shall be granted, upon request, leave(s) of absence without loss of seniority and benefits up to two (2) years. During such leave(s) of absence, salary and benefits will be continued by the Home and the Association agrees to reimburse the Home for such salary and Home contributions to benefits. The nurse agrees to notify the Home of her intention to return to work within two (2) weeks following termination of office and shall return as soon thereafter as a vacancy occurs.

1.10 Professional and Education Leaves

- (a) Leave of absence with pay or without pay may be granted to nurses to attend professional and educational meetings, courses, or other events which may be judged beneficial to the nurse's professional development, especially as it relates to her responsibilities with the Employer.
- (b) Where a nurse is required by the Employer to attend a course or workshop, the Employer agrees to pay any applicable fee and the Employer agrees to compensate such employees for the time off from work as the result of attending the course.
- (c) Leave of absence without pay may be granted to a nurse who wishes to enrol in a post-graduate course, certificate or degree course from university or community college, or other institutions which are employment related. Such leaves of absence shall not be unreasonably withheld.,,:

11.11 Inservice

When a nurse is required by the Employer to attend meetings, in-service and other work related functions outside of her regularly scheduled working hours, and the nurse does attend same, she shall be paid for all time spent on such attendance at her regular straight time hourly rate of pay, or at the nurse's option, she shall receive equivalent time off.

11.12 Leave of Absence without Pay

Where any leave of absence without pay exceeds thirty (30) continuous calendar days, the following shall apply:

- (a) The Employer shall pay its share of the health and welfare benefits for the calendar month in which the leave commences and in the month immediately following.
- (b) If the leave of absence exceeds thirty (30) consecutive calendar days, benefit coverage may be continued by the nurse, provided that she pays the total cost of the premiums to the Employer for each monthly period in excess of the thirty (30) consecutive calendar days leave of absence except as modified by (a).
- (c) Benefits will accrue from the date of return to employment following such leave of absence.

- (d) The nurse's anniversary date for salary increases shall be adjusted by the period of time in excess of the thirty (30) continuous calendar days, and the new anniversary date shall prevail thereafter.
- (e) Seniority, service, sick leave credits, vacation credits or any other benefits under any provision of the Collective Agreement or elsewhere will not accumulate, but will remain fixed at the amount held at the commencement of the leave.
- (f) Notwithstanding the above, the Employer shall continue to pay its share of the premium for the benefit plans for nurses who are on paid leave of absence of Workers' Compensation. It is understood that the obligation of the Employer to pay its share of the health and welfare benefits while a nurse is on Workers' Compensation shall continue only so long as the employment relationship continues or thirty months, whichever occurs first unless prohibited by legislation.
- (g) It is understood that a nurse who chooses to continue benefits under (a), (b) or (f) above shall provide the Employer with payment for the amount required on or before the first day of the month in which payment is due.

ARTICLE 12 - HOURS OF WORK

- 12.01 (a). The normal daily tour shall be seven and one-half ($7\frac{1}{2}$) hours exclusive of an unpaid thirty (30) minute meal period.
- (b) The average weekly hours are thirty-seven and one-half ($37\frac{1}{2}$), which at the discretion of the Home, shall be averaged over a two (2) weeks' pay period.
- 12.02 There will be a fifteen (15) minute rest period during each half tour.
- 12.03 Should a nurse be recalled to duty during her meal time, additional time shall be provided later in the shift.
- 12.04 Where there is a change to Daylight Savings from Standard Time or vice versa, a nurse, who is scheduled and works a full shift, shall be paid for a 7.5 hour tour rather than the actual hours worked.
- 12.05 If a nurse works two (2) consecutive shifts she shall be provided a meal by the Employer, or if a meal cannot be provided, she shall receive a meal allowance of \$5.00.

12.06 **Scheduling**

- (i) A nurse shall receive at least one (1) weekend off in two and in the event of failure to do so, an overtime premium of time and one-half ($1\frac{1}{2}$) the regular rate shall be paid, except where:
 - (a) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - (b) such nurse has requested weekend work; or
 - (c) such weekend is worked as a result of an exchange of shifts with another nurse.
- (ii) Unless otherwise agreed to, a part-time nurse will not be required to work more than two (2) consecutive weekends.

12.07

If a nurse is required to work in excess of the hours worked in either Article 12.01 (a) and (b), she shall receive overtime premium of one and one-half ($1\frac{1}{2}$) times her regular straight time hourly rate, which overtime premium shall be compensated by either:

- (a) payment of overtime premium at the rate of one and one-half (1 $\frac{1}{2}$) times the nurse's regular straight time hourly rate of pay for times so worked, or
- (b) lieu time off at the rate of one and one-half (1 $\frac{1}{2}$) times the time so worked, at a mutually agreeable time.

12.08

The Home shall arrange work schedules to provide:

- (a) no split shifts;
- (b) nurses will not be scheduled to work more than seven (7) consecutive days unless otherwise mutually agreed;
- (c) a request by a nurse for a change of scheduled working hours must be submitted, in writing, and co-signed by the nurse willing to exchange tours. Such change initiated by the nurse will not result in additional cost to the Home. All such exchanges must have the prior approval of the Director of Nursing, or her designate. Such requests shall not be unreasonably denied.
- (d) All nurses will receive five consecutive days off at either Christmas or New Year's. Christmas time off will include Christmas Eve, Christmas Day and Boxing Day and New Year's time off will include New

Year's Eve and New Year's Day. Each nurse will be advised of time off four weeks in advance.

It is understood that the scheduling objectives may be waived between December 15th and January 15th so that employees will receive the consecutive days off at either Christmas or New Year's.

- (e) The midnight shift is the first shift of the day.
- (f) The present practice of employing nurses on specific tours on a permanent basis shall be continued. Nurses will not be rotated without their consent when employed on a permanent shift.

12.09 The provisions contained in 12.01 above do not represent a guarantee of daily or weekly hours and nurses may be required to work less than thirty-seven and one-half (37½) hours per week, or less than seventy-five (75) hours in a two week period. In such circumstances they will be paid on a pro-rata weekly wage based upon hours actually worked. When the hours of work are averaged over a two-week period, the two-week period will be the same two weeks as the pay period.

Nurses shall have a reporting for work period of up to ten (10) minutes before each shift, which shall be scheduled by the Administrator or her designate, and which shall be unpaid nor used in calculations in Section 12.06.

12.10 The days of work for a nurse, the starting and quitting times each day and the time of lunch and time of rest periods will be determined by the Home in accordance with its requirements. Changes to the posted work schedule shall be brought to the attention of the nurse, Where less than twenty-four (24) hours notice is given to the nurse, time and one-half of the nurse's regular salary shall be paid on all hours worked on the first shift of the new schedule, Where practical, nurses will be given two (2) days off each week. The shift schedules shall be posted at least two (2) weeks before being effective for a four (4) week period. If a nurse is called in to work after completing a regular shift and leaving the Home premises, the nurse shall be guaranteed a minimum of four (4) hours' work or pay in lieu, at their regular rate for each such call in.

12.11 Cancelled Shift

It shall be the responsibility of the nurse to consult the posted work schedule. Changes to the posted schedule required by the Employer shall be brought to the attention of the nurse. Where less than 24 hours' notice is given to the nurse personally, the nurse will be paid four (4) hours straight time wages.

It is understood that call-ins or call-backs are not covered by this provision.

12.12 Overtime on a Premium Day

When a nurse is required to work on a paid holiday or on a day for which she is entitled to receive time and one half (1-1/2) her regular straight time hourly rate and she is required to work additional hours following her normal seven and one-half (7-1/2) hour tour on that day, she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.

12.13 Scheduling Part-time Nurses

- (a) Work for part-time nurses shall be made available as equitably as possible with consideration for the nurses' ability to perform the work available.
- (b) Should a part-time nurse be called in to work with less than four (4) hours' notice prior to the commencement of a tour and arrive up to one (1) hour after the beginning of such tour, she shall receive a full payment for the tour.

~~(c) Cancellation of Part-time Nurses~~

~~Whenever the Home wishes to change the work schedule of a part-time nurse, it shall give notice of the change at least twenty four (24) hours in advance of the scheduled reporting time of the nurse. In the event of failure to comply with this provision, the nurse shall receive four (4) hours' pay or four (4) hours' work.~~

ARTICLE 13 - SALARIES

13.01 Registered Nurse - Full-time

Effective April 1, 1991	<u>Monthly</u>	<u>Hourly</u>
Start	2731.63	16.81
After 1 Year	2877.88	17.71
After 2 Years	3038.75	18.70
After 3 Years	3094.00	19.04
After 4 Years	3170.38	19.51
After 5 Years	3233.75	19.90
After 6 Years	3303.63	20.33
After 7 Years	3381.63	20.81
After 8 Years	3432.00	21.12
After 9 Years	3484.00	21.44

Effective January 1, 1992

Start	2731.63	16.81
After 1 Year	2877.88	17.71
After 2 Years	3160.63	19.45
After 3 Years	3217.50	19.80
After 4 Years	3297.12	20.29
After 5 Years	3362.13	20.69
After 6 Years	3436.88	21.15
After 7 Years	3516.50	21.64
After 8 Years	3570.12	21.97
After 9 Years	3623.75	22.30

Effective July 1, 1992

Start	2731.63	16.81
After 1 Year	2877.88	17.71
After 2 Years	3191.50	19.64
After 3 Years	3250.00	20.00
After 4 Years	3329.62	20.49
After 5 Years	3396.25	20.90
After 6 Years	3471.00	21.36
After 7 Years	3711.50	22.a4
After 8 Years	3768.38	23.19
After 9 Years	3823.63	23.53

13.02

Part-time Nurses

Part-time daily rate will be arrived at by the following formula:

Monthly rate of corresponding
full-time increment level x 12 + 12%
 260

Hourly Rate = Daily Rate divided by 7.5 hours.

Effective January 1, 1992, the ten percent (10%) premium is given in lieu of all fringe benefits excluding vacation, paid holidays, compassionate leave, professional and education leave, jury and witness duty, reporting allowance, callback guarantee, shift differential, in charge premium, responsibility allowance, overtime, and salaries.

Where a casual or part-time nurse participates in the Group RRSP the ten percent (10%) shall change to six percent (6%).

Effective April 1, 1991 - With 10% in lieu

	<u>Daily Rate</u>	<u>Hourly Rate</u>
Start	141.20	18.83
After 1 year	148.76	19.84
After 2 years	157.08	20.94

After 3 years	159.94	21.32
After 4 years	163.88	21.85
After 5 years	167.16	22.29
After 6 years	170.77	22.77
After 7 years	174.80	23.31
After 8 years	177.41	23.65
After 9 years	180.10	24.01

Effective January 1, 1992 - With 10% in lieu

	<u>Daily Rate</u>	<u>Hourly Rate</u>
Start	138.68	18.49
After 1 year	146.11	19.48
After 2 years	160.46	21.40
After 3 years	163.35	21.78
After 4 years	167.39	22.32
After 5 years	170.69	22.76
After 6 years	174.49	23.27
After 7 years	178.53	23.80
After 8 years	181.25	24.17
After 9 years	183.98	24.53

Effective July 1, 1992 - With 10% in lieu

	<u>Daily</u>	<u>Hourly</u>
Start	138.68	18.49
After 1 year	146.11	19.48
After 2 years	162.03	21.60
After 3 years	165.00	22.00
After 4 years	169.04	22.54
After 5 years	172.43	22.99
After 6 years	176.22	23.50
After 7 years	188.43	25.12
After 8 years	191.32	25.51
After 9 years	194.12	25.88

Effective January 1, 1992 - Rates include 6%

	<u>Daily</u>	<u>Hourly</u>
Start	133.65	17.82
After 1 year	140.78	18.77
After 2 years	154.65	20.62
After 3 years	157.43	20.99
After 4 years	161.33	21.51
After 5 years	164.48	21.93
After 6 years	168.15	22.42
After 7 years	172.02	22.94
After 8 years	174.68	23.29
After 9 years	177.30	23.64

Effective July 1, 1992 - With 6% in lieu

Classification	R.N.	
	Daily	Hourly
start	133.65	17.82
After 1 year	140.78	18.77
After 2 years	156.15	20.82
After 3 years	159.00	21.20
After 4 years	162.90	21.72
After 5 years	166.13	22.15
After 6 years	169.80	22.64
After 7 years	181.58	24.21
After 8 years	184.35	24.58
After 9 years	187.05	24.94

13.03 (a) A nurse shall be paid a tour differential of **forty-five (0.45) cents** per hour for each evening and night tour.

(b) **Effective January 1, 1992, a nurse shall be paid a tour differential of fifty cents (500) per hour for each evening and night tour.**

13.04 Responsibility Allowance:

Effective January 1, 1992, the Employer shall, when no supervisor is on duty, designate one nurse, when nurses are on duty, to be in charge on those evening, night or weekend shifts,

Those nurses **employed** on or before January 1, 1992, shall be paid **six dollars and thirty-five cents (\$6.35)** per tour or any part thereof when they qualify under the above provision.

Those nurses employed after January 1, 1992, shall be paid five dollars (\$5.00) per tour or any part thereof when **they** qualify under the above provision.

Effective January 1, 1992, a nurse who is designated in writing, to relieve **the** Director of Nursing, shall be paid **eight dollars and fifty cents (\$8.50) per tour** for each tour so worked, in addition to her regular rate of **pay**.

13.05 Recognition of Previous Experience:

For newly hired nurses, a starting salary shall include recognition of relevant and recent past nursing experience, on the basis that for every two (2) **years** of such experience, the nurse shall receive one (1) annual increment, up to and including the maximum provided in the **salary scale**.

- 13.06 (a) A part-time nurse whose status is altered to full-time will assume her same level on the full-time grid. Such nurse shall also receive credit for the tours she has worked since last being advanced on the part-time salary grid by having her service review date adjusted.
- (b) Effective April 1, 1991, a full-time nurse whose status is altered to part-time will receive credit of her full-time experience with the Home up to the ninth (9th) level provided in the salary grid.

Such nurse shall also receive credit **for** the tours she has worked since last being advanced on the full-time salary grid.

- 13.07 (a) Annual increments shall be payable on each full-time nurses' anniversary date of employment.
- (b) Annual increments shall be payable on the completion of each two hundred (200) tours worked for part-time nurses.

Effective November 26, 1991, annual increments shall be payable on the completion of each 1500 hours paid.

13.09 New Classifications

When a new classification in the bargaining unit is established by the Home or the Home makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Home shall advise the Association of such new or changed classification and the rate of pay established. If requested, the Home agrees to meet with the Association to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Association challenges the rate established by the Home and the matter is not resolved following any meeting with the Association, a grievance may be filed at Step No. 2 of the Grievance procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration, it being understood that an Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Home and duties and responsibilities involved.

Any change in the rate established by the Home either through meetings with the Association or by a Board of Arbitration shall be made retroactive to the time at which the new or changed classification was first filled.

ARTICLE 14 - PAID HOLIDAYS

14.01 The following days shall be recognized as Paid Holidays:

New Year's Day	Civic Holiday
3rd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Dominion Day	Christmas Day
2nd Monday in June	Boxing Day

14.02 Service to the public is essential. Therefore, it will be necessary that at least fifty (50%) percent of the nurses work on a holiday set out above. If a day off in lieu of a Paid Holiday is requested, it may be granted within thirty (30) days preceding or succeeding the Paid Holiday. Equitable distribution of holidays will be given if possible.

14.03 Nurses who are required to work any of the above-named holidays will receive one and one-half (1½) times their regular rate of pay for all hours worked in addition to pay for the holiday. No pay for the Paid Holiday, nor payments for hours worked on the holiday other than at regular rates, will be made unless a nurse has worked the regularly scheduled full shift immediately preceding and succeeding the holiday, except where absent on either of the said full shifts only, was due to verified personal illness.

14.04 For clarification purposes of when a Paid Holiday begins and ends, the first shift of the holiday shall be the shift where the majority of hours scheduled to be worked are completed before 8:00 a.m.

14.05 If any of the above-mentioned holidays occurs during the nurse's vacation period, or on a regular assigned day off, the nurse will receive an extra day off in lieu of the holiday, or an additional day's pay in lieu of the holiday, by mutual agreement.

14.06 All part-time nurses shall receive two and one-half (2½) times their regular rate of pay for all hours worked on a paid holiday as set out in Article 14.01.

ARTICLE 15 - VACATIONS

15.01 All full-time nurses shall be granted vacation with pay as follows:

(a) Nurses who have less than one (1) year of continuous service shall be entitled to a vacation with pay at their regular rate of 1.25 days for each completed

month of service as of July 1st in any year, not to exceed fifteen (15) working days.

- (b) Nurses who have completed one (1) or more years of continuous service as of July 1st in any year, but less than three (3) years of continuous **service** shall receive an annual vacation of three (3) weeks with pay at their regular rate.
- (c) Nurses who have completed three (3) or more years of continuous **service** shall receive an annual vacation of four (4) weeks with pay at their regular rate.
- (d) Nurses who have completed fifteen (15) years or more of continuous service as of July 1st in any year shall receive an annual vacation of five (5) weeks with pay at their regular rate.

15.02 All part-time nurses shall be granted vacation with pay as follows:

- (a) Nurses who have less than one (1) year of continuous **service** shall be entitled to an annual vacation of 1.25 days for each completed month of service, not to exceed fifteen (15) working days with pay at six percent (6%) of their gross earnings.
- (b) Nurses who have completed one (1) or more years of continuous **service** but less than three (3) years of continuous **service** shall receive an annual vacation of three (3) weeks with pay at six percent (6%) of their gross earnings.
- (c) Nurses who have completed three (3) or more years of continuous service shall receive an annual vacation of four (4) weeks with pay at eight percent (8%) of their gross earnings,
- (d) Nurses who have completed fifteen (15) or more years of continuous **service** shall receive an annual vacation of five (5) weeks with pay at ten percent (10%) of their gross earnings.

NOTE: Part-time nurses shall receive vacation entitlement on the basis of 1500 paid hours equals 1 year of service.

15.02.1 Vacation pay for full-time nurses will be paid on the regular pay day in advance of the nurse's vacation period. Vacation pay for part-time nurses will be paid by the first pay period in the month of July of each year.

15.03 For the purpose of calculating eligibility, the vacation year shall be the period from July 1st of any year to June 30th of the following year.

- 15.04 The period at which employees shall take vacation shall be based on the selection by the nurse according to seniority in each department, but shall be finally determined by the Administrator having due concern for the proper operation of the Home,
- 15.05 Vacations are not cumulative from year to year, and all vacation must be taken by May 31st following the June 30th cut-off date.
- 15.06 When a nurse's employment is terminated for any reason, payment for vacation earned but not taken will form a part of such nurse's termination pay.
- 15.07 The Home will schedule the weekend off prior to the commencement of vacation or the weekend immediately following the vacation as days off,
- 15.08 (a) Part-time nurses shall receive the applicable percentage as set out above in Article 15.02, based on two hundred (200) tours for each year of continuous service. For the purposes of vacation entitlement, service shall mean combined service in both the full-time and part-time units.
- (b) Effective November 26, 1991, part-time nurses shall receive the applicable percentage as set out above in Article 15.02, based on 1500 paid hours for each year of continuous service. For the purposes of vacation entitlement, service shall mean combined service in both the full-time and part-time units.

ARTICLE 16 - EARNED BENEFITS (FULL-TIME NURSES ONLY)

- 16.01 (a) The Home will pay for one hundred percent (100%) of the billed premium (both married and single) of the Ontario Health Insurance Plan for all eligible nurses.
- (b) The Home will pay one hundred percent (100%) of the billed premium for Semi-Private coverage.
- (c) Subject to the requirements of the Carrier, eligible nurses in the bargaining unit who have so elected, shall be entitled to participate in a Group Dental Plan (Blue Cross #9) or its equivalent, based on the current O.D.A. fee schedule, as amended from year to year, subject to the terms and conditions of the Plan.

The Employer shall contribute fifty percent (50%) of the billed premium toward coverage of the eligible participating nurses under the Plan in its

employment. Such nurses shall pay the remaining premium through payroll deductions.

Effective .October 1, 1991, the Employer shall contribute seventy-five percent (75%) of the billed premium toward coverage of the eligible participating nurses under the Plan in its employment. Such nurses shall pay the remaining premium through payroll deductions.

16.02 The Employer shall pay one hundred percent (100%) of the premium of group term life insurance up to the value of one and one-half (~~1-1/2~~) times the yearly salary of the nurse to the nearest hundred dollars.

~~Effective October 1, 1991, the Employer shall pay one hundred percent (100%) of the premium of group term life up to the value of two times (2x) the yearly salary of the nurse.~~

16.03 A Major Medical Plan will be instituted similar in coverage to Blue Cross E.H.C. (\$10.- \$20. annual deductible with no co-insurance) with the premium cost. being paid 75% by between the Home and the balance by each eligible participating nurse. This plan shall include vision care coverage at the level of \$60.00 every twenty-four (24) months and Hearing aid coverage at the level of \$300.00 per person (lifetime maximum).

Effective October 1, 1991 this plan shall also include vision care coverage at the level of \$150.00 every twenty-four (24) months and Hearing aid coverage at the level of \$300.00 per person every 5 years.

Effective May 1, 1992, this plan will be 100% Employer paid.

- 16.04 (a) Eligibility of Nurses shall be:
- i) for Life Insurance - two months from the date of hire.
 - ii) O.H.I.P. - the month following month of hire.
- (b) Nurses laid off will have their premium paid to the end of the month following the month of layoff.
- (c) Nurses absent due to sickness or non-compensable or compensable accident will have their premiums paid:
- i) under three (3) years of service
 - for one (1) month;
 - ii) three (3) years of service but less than six (6) years
 - for three (3) months;

- iii) over six (6) years of service
 - for twelve (12) months.

Effective October 1, 1991, the Home shall continue to pay premiums for benefit plans for nurses who are on paid leave of absences, WCB, or anytime a salary is received. Nurses who are on a layoff after 2 months, may continue to participate in the benefit plans, as they request, provided that they make arrangements for payment.

The Home agrees to pay premiums for those nurses on approved absence without pay till the end of the month following the month that the Leave of Absence commenced in.

- 16.05 The Home may at any time substitute another carrier for any plan (other than OHIP) provided that the benefits conferred thereby are not decreased. Such substitution will not occur on less than sixty (60) days' notice to the Association.

- 16.06 The Home shall provide each nurse in the Association with information booklets outlining all of the benefit plans listed above. The Association shall be provided with a current copy of the master policies.

16.07 WCB Top-up

Where a nurse who is absent from work as a result of illness or injury sustained at work has been away pending approval of claim for Workers' Compensation, that nurse may utilise her sick leave credits, provided the nurse has not received payment from the Workers' compensation Board and two (2) weeks have elapsed from the date of her reporting the claim to the Employer. The payment will be equivalent to the lesser of the benefits she would receive from Workers' Compensation if her claim was approved or the benefit to which she would be entitled under the sick leave plan. Payment will be retroactive to the first date of absence and the nurse will submit a written undertaking that any payment will be refunded to the Employer following final determination of the claim by the Workers' Compensation Board. If the Workers' Compensation Board does not approve the claim, the monies paid as an advance will be applied toward the benefit to which the nurse would be entitled under the sick leave plan. Any payment under this provision will continue until the nurse has exhausted her sick leave credits.

16.08 Retirement Income Plan

Effective September 1, 1991, each newly employed (after September 1, 1991) full-time nurse shall, and each current full-time and any part-time nurse may establish;

an individually vested plan with the **ONA** Group Registered Retirement Savings Plan. The Employer shall **deduct** four (4) percent of applicable wages from the nurse's pay and remit it to the credit of the nurse's individual plan, together with a matching Employer contribution.

Effective January 1, 1992, the definition of applicable wages for purposes of determining contributions to the Pension Plan shall be the basic straight time wages for all hours worked including straight time holiday pay and vacation pay. All other payments of any nature are hereby excluded.

ARTICLE 17 - PAID LEAVE FOR ILLNESS (FULL-TIME NURSES ONLY)

17.01 Sick leave is a period of time the nurse is permitted to be absent from work with full pay by reason of being sick or disabled or because of an accident which is not compensable under the Workers' Compensation Act.

17.02 After completion of the probationary period, all nurses shall be granted sick leave with pay on the basis of one and one-half (1½) days per month retroactive to the first day of employment. In any one year where a nurse has not been absent on sick leave or has used only a portion thereof, she shall be entitled to accrue the unused portion of her sick leave for her future benefit, up to a maximum of one hundred and twenty (120) days for the purposes only of sick leave as defined in Article 17.01, and up to a maximum of ninety (90) days for the purposes of the cash settlement mentioned in Article 17.05. It is understood that all nurses will retain any sick leave credits accrued by her prior to January 15, 1980.

Sick leave credits will continue to accrue on this basis when a nurse is in receipt of illness allowance, except in the case of long term illness exceeding one (1) month of duration.

The Home will notify the nurse of the amount of unused sick leave standing to her credit by January 15th of each year.

Sick leave currently standing to the credit of the nurse as of January 15, 1980 shall be deemed to be earned sick leave.

17.03 If a nurse has completed half of a tour or more, she shall be credited with the full tour.

17.04 (a) If a nurse is off duty for illness for three (3) or more tours the Home shall require a doctor's certificate upon returning to duty.

(b) A doctor's certificate may also be required for illness of less than three (3) days' duration.

- 17.05 A nurse with more than five (5) years of continuous service, upon termination, discharge or death shall be entitled to a cash settlement of fifty percent (50%) of the unused sick credits at her then current salary rate.
- 17.06 In the event that the status of a full-time nurse is altered to part-time, she shall be entitled to attain her accumulated sick leave credits for utilization on her return to full-time status, In the event such a nurse terminates from her part-time status without returning to full-time status, she shall be entitled to the cash payment she would have received under Article 17.05 above.

TICLE 18 - PROFESSIONAL RESPONSIBII TY

- 18.01 In the event that the Home assigns a number of patients or a workload to an individual nurse or group of nurses such that she or they have 'cause to believe that she or they are being asked to perform more work than is consistent with proper care she or they shall:
- (a) i) complain in writing to the Professional Committee within five (5) calendar days of the alleged improper assignment. The Chairman of the Professional Committee shall convene a meeting of the Professional Committee within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
- ii) Failing resolution of the complaint within five (5) calendar days of the meeting of the Professional Committee, the complaint shall be forwarded to an independent Assessment Committee composed of three (3) registered nurses; one chosen by the Ontario Nurses' Association, one chosen by the Home and one chosen from a panel of four (4) independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as chairperson.
- iii) The Assessment Committee shall conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to investigate as is necessary to properly assess the merits of the complaint and shall provide its findings in writing to the parties within fourteen (14) calendar days

following completion of its hearing and investigation and a copy shall be forwarded to the Administrator of the Home and to the Association.

- (b) i) The panel of independent registered nurses who are well respected within the profession selected by the parties are named in an attached Memorandum of Agreement. The members of the panel shall sit in rotation as agreed in this Memorandum. If the panel member is unable to sit within the time limits stipulated, the panel member next scheduled to sit will be appointed by the parties.
- ii) Each party will bear the cost of its own nominee and shall share equally the fee of the chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.

ARTICLE 19 - GENERAL

19.01 A bulletin board shall be available to the Association for the posting of Association notices. All such notices must be signed by an Association officer and submitted to the Home Administrator, or her designate, for approval before posting.

19.02 The cost of printing the Collective Agreement shall be shared on an equal (50% - 50%) percent basis between the Home and the Association.

19.03 performance Review File

A nurse shall be given an opportunity to sign the final review of her performance and shall also be given an opportunity to sign all adverse reports pertaining to the performance of her duty in her current position, which are placed in her personnel file. Upon request, a nurse may review her personnel file once a year in the presence of her Supervisor.

19.04 Orientation

Each newly hired nurse, save those with recent prior experience in the facility involved, will be orientated for at least three (3) days to the facility.

Nurses who are hired to rotate through the evening and/or night shift shall also be given a two (2) day orientation to the specific shift(s).



- 19.05 The Home will provide the nursing staff with lockers and permit the use of lunchroom facilities available.
- 19.06 The Home will arrange for paycheques to be automatically deposited to the banking institution of the nurse's choice.
- 19.07 Updating Employee Records

It is the sole responsibility of each nurse to keep the Home informed, in writing, of any change of personal information including inter alia addresses and telephone numbers.

ARTICLE 20 - RETIREMENT AND PHYSICAL HANDICAP

- 20.01 (a) The normal retirement age is sixty-five (65) years of age. The Employer may continue to employ a nurse beyond retirement age, if the Employer determines that the nurse can satisfactorily perform the requirements of her classification.
- (b) If a nurse becomes disabled with the result that she is unable to perform the regular functions of her position, the Employer may determine a special classification and salary, with the hope of providing an opportunity for continued employment.
- (c) The parties recognize the duty of reasonable accommodation for individuals under the Human Rights code of Ontario and agree that this collective agreement will be interpreted in such a way as to permit the Employer to discharge that duty.
- (d) Positions established under this Article will not constitute new classifications and shall lapse upon the termination, resignation, or retirement of the employee in question.

ARTICLE 21 - DURATION

- 21.01 This agreement shall remain in effect until December 31, 1993, and shall remain in effect from year to year thereafter, unless either party gives the other party written notice of termination or desire to amend the agreement. Such notification will be made within ninety (90) days prior to the termination of this agreement, or in any year thereafter.

The parties agree that there is a wage and benefit reopener January 1, 1993. Mr. Vincent Ready shall retain jurisdiction as Mediator/Arbitrator for the reopener.

1.02 Notice that amendments are required or that either desires to terminate this Agreement may only be within a period of not more ninety (90) days prior to expiration date of this Agreement or to any anniversary of such expiration date.

21.03 It is further understood that any negotiations following notice of termination or notice of amendment, either party may bring counter proposals arising out of or related to the original proposals.

21.04 Retroactivity

Increases to the salary schedule shall be retroactive as and from April 1, 1991 and shall apply to all nurses in the bargaining unit, as of that date and shall be paid within two (2) pay periods of November 26, 1991. Any employees, as of that date, who have ceased to be employees, shall have a period of thirty (30) days from the execution of the Collective Agreement, in which to claim from the Home any adjustment to the remuneration payable. Any new nurses hired since that date shall be entitled to a pro rata adjustment to their remuneration, from the date of their employment. The Home shall be responsible to contact, in writing, at their last known address, any employee who has left its employ, and to advise them of their entitlement to any retroactive adjustment within fifteen (15) days of the ratification of this Memorandum of Agreement.

DATED AT TORONTO, Ontario this ____ day of _____, 199 .

FOR
LEISURE WORLD NURSING HOME

FOR
ONTARIO NURSES' ASSOCIATION

LETTER OF UNDERSTANDING
Between
ONTARIO NURSES' ASSOCIATION

and

LEISUREWORLD, NURSING HOME

The parties agree in this letter of understanding that the roster of chairpersons for the Assessment Committee referred to in Article 18.01 shall be as follows:

- 1. Ms. Myrtle Kutschke
Associate Professor
Laurentian University
254 Maki Avenue
Sudbury, Ontario
P3E 2P2
- 2. Ms. Marilyn G. Booth
Program Manager-Nursing
Ryerson Polytechnical Instit.
350 Victoria Street
Toronto, Ontario
M5B 2K3
- 3. Ms. Susan E. French, RN. Ph.D.
Assoc. Dean., Health Sciences (Nursing)
McMaster University
1200 Main Street West
Hamilton, Ontario
L8N 3Z5
- 4. Ms. D. Wylie
Vice President, Nursing
Toronto General Hospital
101 College Street
Toronto, Ontario
M5G 1L7

DATED AT TORONTO, Ontario this _____ day of _____, 1992.

FOR
LEISURE WORLD NURSING HOME

FOR
ONTARIO NURSES.' ASSOCIATION

LEISURE WORLD NURSING HOME, TORONTO

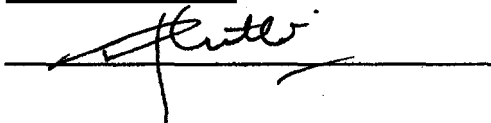
ENI TO THE COLLECTIVE AGREEMENT - EXPIRY DECEMBER 31 93

Pursuant to the Ready Reopener Arbitration Award, these salaries are implemented and form part of the Collective Agreement:

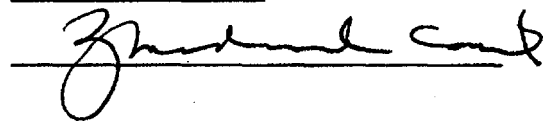
Effective June 1, 1993

	FT Rate		PT 10% in Lieu		PT 6% in Lieu	
	Hourly	Monthly	Hourly	Daily	Hourly	Daily
Start	16.81	2731.63	18.49	138.68	17.82	133.65
After 1 year	17.71	2877.88	19.48	146.11	18.77	140.78
After 2 years	19.64	3191.50	21.60	162.03	20.82	156.15
After 3 years	20.00	3250.00	22.00	165.00	21.20	159.00
After 4 years	20.51	3332.88	22.56	169.21	21.74	163.05
After 5 years	21.21	3446.63	23.33	174.98	22.48	168.62
After 6 years	21.68	3523.00	23.85	178.86	22.98	172.36
After 7 years	23.18	3766.75	25.50	191.24	24.57	184.28
After 8 years	23.54	3825.25	25.89	194.21	24.95	187.14
After 9 years	23.88	3880.50	26.27	197.01	25.31	189.85

FOR THE HOME



FOR THE UNION



LEISURE WORLD NURSING HOME, TORONTO

ADDENDUM TO THE COLLECTIVE AGREEMENT - EXPIRY DECEMBER 31, 1993

Pursuant to the Ready Reopener Arbitration Award, these salaries are implemented and form part of the Collective Agreement:

Effective June 1, 1993

	FT Rate		PT 10% in Lieu		PT 6% in Lieu	
	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Daily</u>	<u>Hourly</u>	<u>Daily</u>
Start	16.81	2731.63	18.49	138.68	17.82	133.65
After 1 year	17.71	2877.88	19.48	146.11	18.77	140.78
After 2 years	19.64	3191.50	21.60	162.03	20.82	156.15
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After 8 years	23.54	3825.25	25.89	194.21	24.95	187.14
After 9 years	23.88	3880.50	26.27	197.01	25.31	189.85

FOR THE HOME

[Signature]

FOR THE UNION

[Signature]

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